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(SS 7042)

UNITED STATES OF AMERICA,

Plaintiff,

v.

GOULD ELECTRONICS INC.

Defendant.

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Gould Battery/Magic Marker Superfund Site ("Site") located in Trenton, New Jersey. The Defendant named in the United States' Complaint is Gould Electronics Inc. ("Settling Defendant"). The Settling Defendant has settled a potential contribution claim against Settling Party Ford Motor Company, on behalf of itself and its former subsidiary, Philco Corporation.

B. The Site is located at 467 Calhoun Street in Trenton, New Jersey. It encompasses approximately 7 acres and is located in a highly developed, urbanized area of Trenton. It is bordered by streets on three sides and a creek on the fourth.

C. Hazardous substances were found at the Site. EPA began a removal action at the Site on September 16, 1997. EPA disposed of approximately 45,000 pounds of various lead-containing wastes such as lead debris, neutralization vats, lead dust, pigment residue and lead oxide rinsate. EPA also disposed of approximately 1200 gallons of liquid hazardous wastes, including water-based dyes, flammable substances, caustic liquid and solid, pigments, and halogenated flammable substances.

D. On April 15, 2002, an entity that is not a Party to this Consent Decree, Exide Technologies f/k/a Exide Corporation ("Exide") declared bankruptcy. Plaintiff and Settling

Defendant both filed proofs of claim in the Exide bankruptcy proceeding with respect to, *inter alia*, the Site. Plaintiff and Settling Defendant have each reached separate settlements with Exide with respect to the Site, the terms of which have been filed in the Bankruptcy Court.

E. The Settling Parties that have entered into this Consent Decree (“Settling Parties”) do not admit any issue of law or fact regarding the Site, and do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

F. The United States and Settling Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over the Settling Parties. Solely for the purposes of this Consent Decree and the underlying complaint and third-party complaint, the Settling Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Settling Parties shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon and inures to the benefit of the United States,

and the Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Parties under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance

Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Exide" shall mean Exide Technologies *f/k/a* Exide Corporation.

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and the Settling Parties.

k. "Plaintiff" shall mean the United States.

l. "Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has incurred and will incur at or in connection with the Site, plus accrued Interest on all such costs.

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendant" shall mean Gould Electronics Inc. (an Arizona Corporation), on behalf of itself and the following related dissolved corporations: Gould Electronics Inc. (a former Ohio corporation) and Gould Inc. (a former Delaware corporation).

o. "Settling Parties" shall mean Settling Defendant and Ford Motor Company, on behalf of itself and its former subsidiary, Philco Corporation.

p. "Site" shall mean the Gould Battery/Magic Marker Superfund Site, located at 467

Calhoun Street in Trenton, New Jersey, encompassing approximately 7 acres, and generally shown on the map included as Appendix A hereto.

q. "Stipulation" shall mean the "Stipulation Between Gould Electronics Inc. and Exide Technologies Regarding Proof of Claim" signed by Settling Defendant and Exide, with respect to past Response Costs at the Site, and filed in the Bankruptcy Court for the District of Delaware, in *In re Exide Technologies, et al.*, Case No. 02-11125 (KJC).

r. "Swale" shall mean the area currently occupied by the streambed and banks of the unnamed tributary to the Delaware and Raritan Canal in the City of Trenton, between Marion Street and Calhoun Street, including any piping which contains the unnamed tributary between Marion Street and Calhoun Street. The Swale is generally depicted on the map attached as Appendix B hereto.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. a. Within thirty (30) days of the entry of this Consent Decree, the Settling Parties shall pay to the United States \$285,000 in reimbursement of Response Costs. In addition, Settling Parties shall pay Interest on this amount. Interest shall commence to accrue on the date of Settling Parties' signature of this Consent Decree and shall run until the date of payment.

b. Within thirty (30) days after receipt of the final payment by Exide to the Settling Defendant pursuant to the Stipulation, the Settling Defendant will, in addition to the amount due pursuant to Paragraph 4.a of this Consent Decree, pay to the United States in reimbursement of Response Costs, the amount, if any, by which the fair market value of the Settling Defendant's

total recovery, after deduction of brokerage fees, if any, pursuant to the Stipulation exceeds \$285,000. In addition, the Settling Defendant shall pay Interest on this amount. Interest shall commence to accrue on the day after the date that the payment is due and shall run until the date of payment.

c. Payments of Interest made under this Paragraph 4 shall be in addition to any remedies or sanctions available to Plaintiff by virtue of Settling Parties' failure to make timely payments under this Consent Decree.

5. a. Payment of the amount to be paid pursuant to Paragraph 4.a. above, shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number _____, the EPA Region and Site Spill ID Number 02-83, and DOJ Case Number 90-11-3-07371. Payment shall be made in accordance with instructions provided to the Settling Parties by the Financial Litigation Unit of the U.S. Attorney's Office in the District of New Jersey following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

b. Payment of any amounts due pursuant to Paragraph 4.b. above, shall be made by certified check or cashier's check made payable to "U.S. Department of Justice," referencing the name and address of the Parties making payment, the Gould Battery/Magic Marker Site, EPA Region 2, Site Spill ID Number 02-83, DOJ Case Number 90-11-3-07371, and the civil action number of this case. The Settling Defendant shall send the check to:

Financial Litigation Unit
U.S. Attorney's Office
District of New Jersey
Federal Building
970 Broad Street
Newark, New Jersey 07102

6. The Settling Parties, in the case of payment made in accordance with Paragraph 5.a above, and the Settling Defendant, in the case of payment made in accordance with Paragraph 5.b. above, shall send notice to the persons listed in Section XII (Notices and Submissions) at EPA and DOJ that payment has been made and to the following:

Joe Doogan
U.S. EPA, Attention: FINANCE
26 W. Martin Luther King Drive
MS: NWD
Cincinnati, Ohio 45268
E-mail (to both): doogan.joe@epa.gov and AcctsReceivable.CINWD@epa.gov

7. The total amount to be paid by Settling Parties pursuant to this Section shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. a. If the Settling Parties do not make full payment to EPA pursuant to the terms of Paragraph 4.a and 4.b. (including any Interest due pursuant to those Paragraphs), Settling Parties shall pay to EPA as a stipulated penalty \$500 per day until such full payment has been made.

b. If either of the Settling Parties does not comply with any other obligation of the Settling Parties under this Consent Decree, Settling Parties shall pay to EPA as a stipulated penalty \$250 per day per violation of this Consent Decree, and if the Settling Defendant does not comply with any other obligation of the Settling Defendant under this Consent Decree, Settling Defendant shall pay to EPA as a stipulated penalty \$250 per day per violation of this Consent

Decree.

c. Stipulated penalties are due and payable within thirty (30) days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by EFT to Mellon Bank, Pittsburgh, Pennsylvania, as follows: Settling Parties, or Settling Defendant, as the case may be, shall provide the following information to their bank:

Amount of Payment

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York NY 10045

Field Tag 4200 of the Fedwire message should read:

"D 68010727 Environmental Protection Agency";

Name of Settling Parties

Civil Action No. ____

Site/Spill Identifier: 02-83

d. At the time of payment, the Settling Parties, or Settling Defendant, as the case may be, shall send notice that payment has been made to the United States and to EPA in accordance with Section XII (Notices and Submissions) and to the addressee in Paragraph 6. Such notice shall also reference the name and address of the Parties making payment, the Gould Battery/Magic Marker Site, EPA Region 2, Site Spill ID Number 02-83, DOJ Case Number 90-11-3-07371, and the civil action number of this case.

e. Stipulated penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or

performance is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity.

Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

9. In the event that any payment required by this Section VI is not received when due, Interest shall accrue on the unpaid balance through the date of payment.

10. If the United States brings an action to enforce this Consent Decree, the Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Parties' failure to comply with the requirements of this Consent Decree.

12. The obligations of the Settling Parties to pay amounts owed by the Settling Parties to the United States under this Consent Decree are joint and several. In the event of the failure of any one of the Settling Parties to make the payments required under this Consent Decree, the remaining Settling Party shall be responsible for such payments. The obligations of the Settling Defendant to pay amounts owed by the Settling Defendant to the United States under this Consent Decree are solely the obligations of the Settling Defendant.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse the Settling Parties from payment as required by Section V or from performance of any other

requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Except as specifically provided in Section VIII, and in consideration of the payments that will be made by the Settling Parties under the terms of this Consent Decree, the United States covenants not to sue the Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Response Costs. This covenant not to sue shall take effect upon the receipt by EPA of the payments required by Paragraph 4.a. and Paragraph 8.a. of this Consent Decree. This covenant not to sue is conditioned upon the satisfactory performance by the Settling Parties of their obligations under this Consent Decree. This covenant not to sue extends only to the Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Parties with respect to:

- a. liability for failure of the Settling Parties to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for

the costs of any natural resource damage assessments; and

f. liability, based upon a Settling Party's ownership or operation of the Site, or upon a Settling Party's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Parties.

16. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to reimburse the United States for additional costs of response if, subsequent to the date of the Settling Parties' signature of this Consent Decree:

(i) conditions at the Site, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that EPA's response actions at the Site, together with the response actions performed and/or overseen by the State of New Jersey at the Site, are not protective of human health or the environment; or

(iii) EPA determines that response actions should be performed at the Swale, and/or wherever contamination from the Swale has come to be located, to protect human health or the environment.

17. For purposes of Paragraph 16(i) and (ii), the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of the Settling Parties' signature of this Consent Decree and that information and those conditions set forth in the administrative record supporting EPA's removal action and/or the post-removal action

administrative record as of the date of the Settling Parties' signature of this Consent Decree.

18. Notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

19. The Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

Except as provided in Paragraph 26, the covenants not to sue in this Paragraph 19 of this Consent Decree shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in subparagraphs 15.b., c., e., and f., or in subparagraphs 16.(i) -(iii), but only to the extent that Settling Defendant's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

20. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Part 300.700(d).

21. The Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

22. The waiver in Paragraph 21 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource

restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

23. Except as provided in Paragraphs 21-22, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 21-22, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

24. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Parties are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Response Costs.

25. Each Settling Party agrees that, with respect to any suit or claim for contribution brought by it after the lodging of this Consent Decree for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in

writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, neither Settling Party shall assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; *provided, however*, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by the United States set forth in Section VII of this Consent Decree.

XI. RETENTION OF RECORDS

27. Until four (4) years after the entry of this Consent Decree, each Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

28. After the conclusion of the four year document retention period required by the preceding Paragraph, each Settling Party shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon written request by EPA or DOJ, a Settling Party shall deliver any such records to EPA. A Settling Party may assert that certain records are privileged

under the attorney-client privilege, the attorney work product doctrine or any other privilege recognized by federal law. If a Settling Party asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Each Settling Party shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

29. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information in connection with the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XII. NOTICES AND SUBMISSIONS

30. Except as set forth in Section V, whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall

be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and the Settling Parties, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611
Attn: Gould Battery/Magic Marker Site Trial Attorney
(DJ # 90-11-3-07371)

As to EPA:

New Jersey Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency
290 Broadway, 17th Floor
New York, New York 10007-1866
Attention: Gould Battery/Magic Marker Site Attorney

Emergency & Remedial Response Division
Removal Action Branch
U.S. Environmental Protection Agency - Region 2
2890 Woodbridge Avenue
Building 209 (MS-211)
Edison, NJ 08837
Attention: Gould Battery/Magic Marker Site On-Scene Coordinator

As to the Settling Parties

As to Gould Electronics Inc.

Thomas N. Rich
Chief Administrative Officer
Gould Electronics Inc.
34929 Curtis Boulevard
Eastlake, OH 44095-4001

Thomas A. Hamilton
Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114

As to Ford Motor Company

Elaine Mills
Counsel
Ford Motor Company
Suite 1500 PTW
Three Parklane Blvd.
Dearborn, MI 48126

Brian J. Bussa
Principal Facilities Environmental Control Engineer
Ford Motor Company
Suite 950 PTW
Three Parklane Blvd.
Dearborn, MI 48126

XIII. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDIX

32. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this

Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: Appendix A is the map of the Site.

Appendix B is a map depicting the swale area of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Parties consent to the entry of this Consent Decree without further notice.

34. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between any of the Parties.

XVI. EFFECTIVE DATE

35. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVII. SIGNATORIES/SERVICE

36. Each undersigned representative of a Settling Party to this Consent Decree and the Deputy Chief of the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to

this document.

37. Each of the Settling Parties hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the Settling Parties in writing that it no longer supports entry of the Consent Decree.

38. Each Settling Party shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Each Settling Party hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. For purposes of facilitating this settlement, a third-party complaint shall be deemed filed by Settling Defendant against Settling Party Ford Motor Company for statutory and common law contribution and cost recovery for matters addressed in this Consent Decree. The Parties agree that the Settling Parties need not file answers to the complaints in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

39. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Parties.

The Court

finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 2007.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Gould Electronics Inc. relating to the Gould Battery/Magic Marker Site.

FOR THE UNITED STATES OF AMERICA

RONALD J. TENPAS
Acting Assistant Attorney General
Environment and Natural Resources
Division

By:

BRUCE GELBER
Chief
Environmental Enforcement Section
Environment & Natural Resources Division

PETER K. KAUTSKY /
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
P.O. Box 7611, Ben Franklin Station
U.S. Department of Justice
Washington, D.C. 20044
(202) 514-3907

CHRISTOPHER J. CHRISTIE
United States Attorney
District of New Jersey

SUSAN STEELE
Assistant United States Attorney
Chief, Civil Division
District of New Jersey
United States Attorney's Office
Peter Rodino Federal Building
970 Broad Street
Newark, New Jersey 07102
(973) 645-2920
(SS 7042)

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Gould Electronics Inc. relating to the Gould Battery/Magic Marker Site.

Date

9/27/07

GEORGE PAVLOU, Director
Emergency and Remedial Response Division
U.S. Environmental Protection Agency,
Region II
290 Broadway
New York, NY 10007

Date

9/27/2007

CLAY MONROE
Assistant Regional Counsel
U.S. Environmental Protection Agency,
Region II
290 Broadway
New York, NY 10007
(212) 637-3142

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Gould Electronics Inc. relating to the Gould Battery/Magic Marker Site.

FOR SETTLING DEFENDANT Gould Electronics Inc.

Date: 9/20/07

By: _____

Thomas N. Rich
Chief Administrative Officer, Secretary and Treasurer
Gould Electronics Inc.
34929 Curtis Boulevard, Suite 100
Eastlake, OH 44095
[Name and address of Party's signatory]

By so executing, I hereby certify that I am legally authorized to sign and bind Gould Electronics Inc. as to the terms of this Consent Decree.

Agent Authorized to Accept Service on Behalf of Above-signed Party for purposes of the underlying Complaint and related filings pursuant to this Consent Decree:

Thomas A. Hamilton
Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Gould Electronics Inc., relating to the Gould Battery/Magic Marker Site.

**FOR SETTLING PARTY Ford Motor Company, on behalf of itself and its former subsidiary,
Philco Corporation**

Date: 9/20/67 By: Louis J. Ghilardi
Assistant Secretary

[Name and address of Party's signatory]

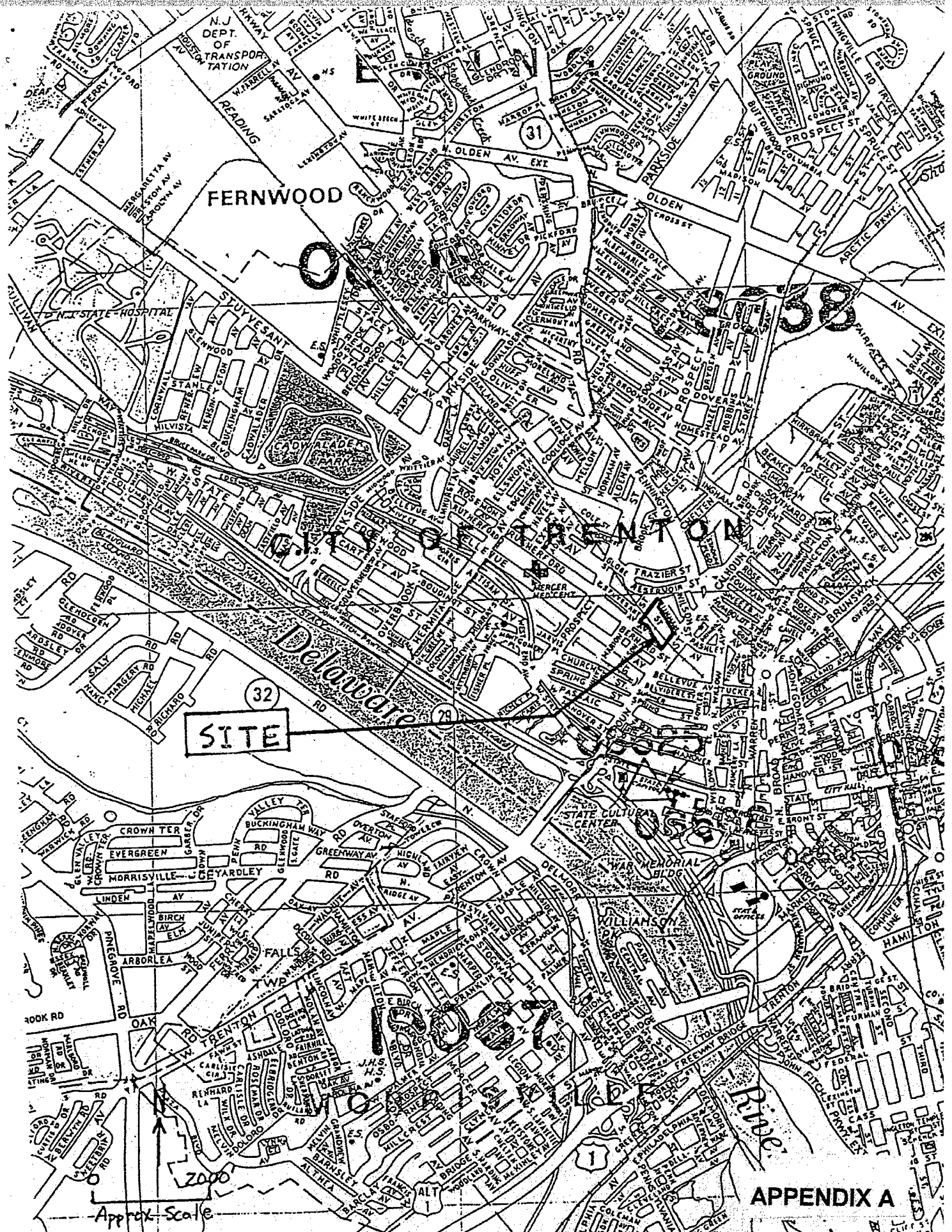
By so executing, I hereby certify that I am legally authorized to sign and bind Ford Motor Company, on behalf of itself and its former subsidiary, Philco Corporation, as to the terms of this Consent Decree.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Timothy A. Green

Title: Counsel

Address: Ford Motor Company
3 Parklane Blvd., Suite 950
Dearborn, MI 48126



MAGIC MARKER SITE

